UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS DIVISION

BLUE MACELLARI, an individual, **Plaintiff,** **v.** **RUSTY CARROLL, an individual, 5192 South Giant City Road, Carbondale, IL 62901,** **R2C2, INC., a corporation, 5192 South Giant City Road, Carbondale, IL 62901,** **and DIGITALSMITHS CORPORATION, a corporation, 917 Bay Street, Beaufort, SC 29902,** **Defendants.**	Case No. 05-cv-4161-JPG **BLUE MACELLARI'S COMPLAINT FOR COPYRIGHT INFRINGEMENT, FALSE DESIGNATION OF ORIGIN, FALSE ADVERTISING, CONSUMER FRAUD AND DECEPTION, DEFAMATION, FALSE LIGHT INVASION OF PRIVACY, AND UNJUST ENRICHMENT** **DEMAND FOR JURY TRIAL** FILED AUG 31 2005 CLERK, U.S. DISTRICT COURT SOUTHERN DISTRICT OF ILLINOIS EAST ST. LOUIS OFFICE

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BLUE MACELLARI asserts and serves the following Complaint against Defendants RUSTY CARROLL, R2C2, INC. ("R2C2"), and DIGITALSMITHS CORPORATION ("DIGITALSMITHS").

JURISDICTION

1. The court has jurisdiction pursuant to 28 U.S.C. §§1331, 1338(a), and 1367.

2. The Court has diversity jurisdiction under 28 U.S.C. §1332(a)(2). BLUE MACELLARI is a citizen or subject of New York. On information and belief, RUSTY CARROLL is a citizen or subject of Illinois. On information and belief, R2C2 is a citizen or subject of Illinois. On information and belief, DIGITALSMITHS is a citizen or subject of South Carolina. The matter in controversy here exceeds $100,000 exclusive of interests and costs.

3. On information and belief, this court has personal jurisdiction over RUSTY CARROLL because RUSTY CARROLL resides in Illinois, works in Illinois, operates website(s) conducting business in Illinois, operates website(s) conducting business with Illinois residents, and/or certain actions and incidents relevant to this Complaint occurred in Illinois.

4. On information and belief, this court has personal jurisdiction over R2C2 because R2C2 resides in Illinois with a principal place of business in Illinois, is an entity incorporated under the laws of Illinois, conducts business in Illinois, operates website(s) conducting business with Illinois residents, and certain actions and incidents relevant to this Complaint occurred in Illinois.

5. On information and belief, this court has personal jurisdiction over DIGITALSMITHS because DIGITALSMITHS is a South Carolina corporation that resides in Illinois, maintains a contact address in Illinois, conducts business in Illinois, conducts business with Illinois residents and entities, specifically directs its business efforts into Illinois, provides internet service to individuals and companies operating websites that are based in Illinois, provides internet service to individuals and companies using websites to conduct business in Illinois, provides internet service to individuals and companies using websites that conduct business with Illinois residents, and/or certain actions and incidents relevant to this Complaint occurred in Illinois.

VENUE

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because on information and belief RUSTY CARROLL, R2C2, and DIGITALSMITHS are found in the district, conduct business in the district, and a substantial part of the events or omissions giving rise to the causes of action in this complaint occurred in this district.

THE PARTIES

7. BLUE MACELLARI is a graduate student attending both Johns Hopkins University in Washington, D.C. and Duke University in Durham, North Carolina.

8. On information and belief, RUSTY CARROLL is a resident of Illinois.

9. On information and belief, R2C2 is a business entity incorporated in Illinois and based in Illinois, having RUSTY CARROLL as a main (if not sole) shareholder(s) of the company.

10. On information and belief, DIGITALSMITHS is a business entity incorporated in South Carolina. On information and belief, DIGITALSMITHS is based in Beaufort, South Carolina, maintains an office in Beaufort, South Carolina, and also maintains a contact address in Carbondale, Illinois. On information and belief, DIGITALSMITHS serves several business markets including the following: Carbondale, Illinois; Beaufort/Hilton Head, South Carolina; San Antonio, Texas; Allentown, Pennsylvania; Sunnyvale, California.

ALLEGATIONS OF FACT

11. In the Fall of 1996, BLUE MACELLARI entered Mount Holyoke University in South Hadley, Massachusetts to begin her studies as an undergraduate.

12. During her third year of undergraduate education, BLUE MACELLARI traveled to South Africa and enrolled for one academic year in a study-abroad program at the University of Cape Town.

13. While in South Africa, BLUE MACELLARI researched and drafted a manuscript titled "South Africa's GEAR: Using a 'revised dependency theory' to asses [sic] South Africa's situation" ("South Africa Manuscript"). *See* Exhibit A (South Africa Manuscript). BLUE MACELLARI submitted the South Africa Manuscript to satisfy the requirements for one of her classes at the University of Cape Town.

14. After completing the academic year at the University of Cape Town, BLUE MACELLARI returned to the United States in July of 1999 and resumed her attendance at Mount Holyoke University.

15. During BLUE MACELLARI's senior year at Mount Holyoke, she enrolled in a course called East Asian Economic Development. As part of her final project for that class, BLUE MACELLARI constructed a website containing links to various documents. BLUE MACELLARI posted the South Africa Manuscript on her website to highlight her past work.

16. Several years after graduating from Mount Holyoke, BLUE MACELLARI sought to pursue a graduate education in International Relations and Business Administration. BLUE MACELLARI considered using the information contained in the South Africa Manuscript as a basis for her graduate thesis. In 2003, BLUE MACELLARI applied to the graduate schools at Johns Hopkins University and Duke University and, after being accepted into both schools, she enrolled in August 2004 in a joint degree program offered by Johns Hopkins and Duke Universities, and currently is a candidate for two graduate degrees, a Master of Arts in International Relations and a Master of Business Administration. As part of this program, BLUE MACELLARI was required to first attend Johns Hopkins School of Advanced International Studies in Washington, D.C.

17. In approximately January 2005 (and unknown to BLUE MACELLARI at the time), while BLUE MACELLARI was attending Johns Hopkins School of Advanced International Studies in Washington, D.C. one of BLUE MACELLARI's acquaintances performed a search on BLUE MACELLARI's name using the Google search engine. The Google search returned links to two websites, "www.doingmyhomework.com" ("DOINGMYHOMEWORK.COM") and "www.freeforessays.com" ("FREEFORESSAYS.COM"), both of which indicated the South Africa Manuscript was available in their respective databases of papers. *See* Exhibit B (Google and Yahoo Search Results); Exhibit C (FREEFORESSAYS.COM web page); Exhibit D (DOINGMYHOMEWORK.COM web page).

18. BLUE MACELLARI later became aware of a third website, "FREEFORTERMPAPERS.COM", listing the first few hundred words of the South Africa Manuscript, or, in other words, offering a preview of the South Africa Manuscript. Exhibit E (FREEFORTERMPAPERS.COM web page). On information and belief, FREEFORTERMPAPERS.COM links all visitors seeking to obtain the full length version of the South Africa Manuscript to the website FREEFORESSAYS.COM. Exhibit F.

19. RUSTY CARROLL and R2C2 are the listed registrants for the domain name DOINGMYHOMEWORK.COM. Exhibit G ("Whois" information for DOINGMYHOMEWORK.COM).

20. RUSTY CARROLL and R2C2 are the listed registrants for the domain name FREEFORESSAYS.COM. Exhibit H ("Whois" information for FREEFORESSAYS.COM).

21. RUSTY CARROLL is the listed registrant for the domain name FREEFORTERMPAPERS.COM. Exhibit I ("Whois" information for FREEFORTERMPAPERS.COM).

22. On information and belief, RUSTY CARROLL and R2C2 operate DOINGMYHOMEWORK.COM and FREEFORESSAYS.COM, and RUSTY CARROLL operates FREEFORTERMPAPERS.COM. On information and belief, RUSTY CARROLL and/or R2C2, through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM conduct business with individuals from across the United States via the internet, including high school and undergraduate students at schools and universities.

23. On information and belief, DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and FREEFORTERMPAPERS.COM advertise free essays, but a visitor to these sites must sign up for a subscription with DOINGMYHOMEWORK.COM and FREEFORESSAYS.COM in order to utilize the websites' search engines to locate the sought-after paper from the thousands of papers in their respective databases. Exhibit J

(FREEFORESSAY.COM registration information); Exhibit K (DOINGMYHOMEWORK.COM registration information).

24. On information and belief, a visitor attempting to navigate DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM web pages may be directed to other term paper-related websites by unclearly-marked links. For example, DOINGMYHOMEWORK.COM contains web pages having multiple menus on each page, menus requesting patrons to enter in a search term "topic", or, alternatively, "Choose [a] Topic" from the said menus. Exhibit D. By their appearance, on information and belief these menus appear to be linked to internal search engines and appear to be a "free" service; however, upon clicking said menus, patrons are linked to distinct websites that offer term paper-related services, including but not limited to "MEGAESSAYS.COM" (Exhibit L) and "DIRECTESSAYS.COM". Exhibit M. On information and belief, FREEFORESSAYS.COM and FREEFORTERMPAPERS.COM operate in a similar manner.

25. In addition, on information and belief, DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and FREEFORTERMPAPERS.COM web pages contain clearly marked links to additional term paper-related websites, including but not limited to "ECHEAT.COM", "COLLEGETERMPAPERS.COM", and "123SCHOOLWORK.COM". Exhibits N, C, E.

26. On information and belief, every time a patron is directed from DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM to the linked websites, RUSTY CARROLL and/or R2C2 receive revenue. Moreover, on information and belief, every time a person directed from DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM enters into a paying business relationship with one of the other linked websites, RUSTY CARROLL and/or R2C2 receive revenue. Exhibit O.

27. On information and belief, all versions of the South Africa Manuscript, as available as a preview and in full length at DOINGMYHOMEWORK.COM and FREEFORESSAYS.COM, and as available as a preview at FREEFORTERMPAPERS.COM, recognize BLUE MACELLARI as the author. Exhibits C, D, and E. On each version, BLUE MACELLARI'S name is clearly affixed below the title. *Id.* Both the Manuscript's title, text, and BLUE MACELLARI'S name are searchable using the search engines Google and/or Yahoo. Exhibit B. On information and belief, many of the essays available at DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and FREEFORTERMPAPERS.COM lack the name of any of the authors.

28. The text of the South Africa Manuscript as available at DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and FREEFORTERMPAPERS.COM is substantially identical to the text of BLUE MACELLARI's original South Africa Manuscript. Exhibit P (full length version of South Africa Manuscript as available at DOINGMYHOMEWORK.COM); Exhibit Q (full length version of South Africa Manuscript as available at FREEFORESSAYS.COM); Exhibit A (original South Africa Manuscript); Exhibit C (preview of South Africa Manuscript as available at FREEFORESSAYS.COM); Exhibit D (preview of South Africa Manuscript as available at DOINGMYHOMEWORK.COM); Exhibit E (preview of South Africa Manuscript as available at FREEFORTERMPAPERS.COM). On information and belief, the full length versions of the South Africa Manuscript as available at DOINGMYHOMEWORK.COM and FREEFORESSAYS.COM recite nearly verbatim the first seven pages of the original South Africa Manuscript.

29. BLUE MACELLARI owns the copyright to the South Africa Manuscript.

30. In July, 2005, BLUE MACELLARI filed to register the South Africa Manuscript with the United States Copyright Office. Exhibit R.

31. Despite BLUE MACELLARI clearly being the author and true owner of the copyright in the South Africa Manuscript, the preview and full length versions of the South

Africa Manuscript offered by DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and FREEFORTERMPAPERS.COM contain copyright notices and statements indicating that DOINGMYHOMEWORK.COM and FREEFORESSAYS.COM own the copyright to the South Africa Manuscript. Exhibits C, D, E, P, Q.

32. On information and belief, the posting of the South Africa Manuscript on FREEFORESSAYS.COM and/or FREEFORTERMPAPERS.COM containing the statement "Copyright © 2002-2003" gives rise to the express false statement that FREEFORESSAYS.COM and/or FREEFORTERMPAPERS.COM currently owns, and/or owned in the past, the copyright to the South Africa Manuscript. Exhibits C, E, Q.

33. On information and belief, the statement on the FREEFORESSAYS.COM and/or FREEFORTERMPAPERS.COM versions of the South Africa Manuscript that "[t]his paper is the property of freeforessays.com" gives rise to the express false statement that FREEFORESSAYS.COM possesses property rights in the South Africa Manuscript. Exhibits C, E, Q.

34. On information and belief, the posting of the South Africa Manuscript on DOINGMYHOMEWORK.COM with the statement "Copyright © 2003-2005" gives rise to the express false statement that DOINGMYHOMEWORK.COM currently owns, and/or owned in the past, the copyright to the South Africa Manuscript. Exhibits D, P.

35. On information and belief, the statement on the DOINGMYHOMEWORK.COM versions of the South Africa Essay that "[t]his paper is the property of doingmyhomework.com" gives rise to the express false statement that DOINGMYHOMEWORK.COM possesses property rights in the South Africa Manuscript. Exhibits D, P.

36. BLUE MACELLARI never assigned her copyright in the South Africa Manuscript to RUSTY CARROLL, R2C2, DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, FREEFORTERMPAPERS.COM, or DIGITALSMITHS.

37. As a student at Mount Holyoke, BLUE MACELLARI was obliged to follow the honor code at Mount Holyoke. As a student at Johns Hopkins and Duke Universities, BLUE

MACELLARI is obliged to follow the respective and appropriate honor codes at Johns Hopkins and Duke Universities. *See, e.g.,* Exhibit S (Fuqua School of Business Honor Code at Duke University).

38. The penalty for violating honor codes, including the Fuqua School of Business Honor Code, often includes but is not limited to the following penalties: reprimand, recommended failure of an assignment or course, suspension, and/or expulsion. Exhibit S.

39. On information and belief, under many honor codes, including the Fuqua School of Business Honor Code, an honor code violation arises from a student's participation in lying, cheating, and/or stealing. Exhibit S. On information and belief, cheating may be defined, in part, by plagiarism, which is the use of the work of another without giving proper credit. Exhibit S. On information and belief, under many honor codes, including the Fuqua School of Business Honor Code, a party having knowledge of a violation without reporting it will be considered an accessory to the violation and subject to penalty if found guilty. Exhibit S. Therefore, on information and belief, any student attending Mount Holyoke, Johns Hopkins, and Duke Universities during the time that BLUE MACELLARI was or is attending these universities, upon learning about the availability of the South Africa Manuscript on DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, may (or may have been) required to notify school authorities, and place BLUE MACELLARI in violation of school honor codes, else suffer penalties.

40. On information and belief, plagiarism as well as assisting in or promoting plagiarism, is against public policy. As set forth in Illinois Statute, 110 ILCS 5/1: "The assisting or promoting of plagiarism in institutions of higher education is declared to be against the public policy of this State." 110 ILCS 5/1.

41. On information and belief, the use of the South Africa Manuscript on DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM translates into many express false statements and tells an incriminating, though false, story that is damaging to BLUE MACELLARI, and, when placed in

the context of additional facts derived from the web pages of the said websites, the use of the South Africa Manuscript gives rise to many implied false statements. For example, on information and belief such additional facts include, but are not limited, to the following:

- in the past, DOINGMYHOMEWORK.COM and FREEFORESSAYS.COM required registrants to submit one of their "own papers" prior to gaining access to the websites, further requiring submitted materials to be "original", and that the submissions "do not violate the copyrights of anyone else", and therefore, in light of this, a reasonable person would likely conclude that the database of papers at DOINGMYHOMEWORK.COM and FREEFORESSAYS.COM consists, at least in part, of original papers submitted by those registering to use the respective websites (Exhibit T; Exhibit U);
- DOINGMYHOMEWORK.COM and FREEFORESSAYS.COM expressly state that "all materials submitted…become[] the property [of DOINGMYHOMEWORK.COM and FREEFORESSAYS.COM] and [the person submitting the paper] give[s] up all legal rights to it!", and therefore, in light of this, a reasonable person would likely conclude that only the rightful owners of the papers are making submissions and purposefully relinquishing their rights (Exhibit T; Exhibit U);
- the versions of the South Africa Manuscript offered by DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, as well as many other papers offered by these websites, are affixed with copyright notices and statements that DOINGMYHOMEWORK.COM and FREEFORESSAYS.COM have ownership, and therefore, in light of this, a reasonable person would likely conclude that these websites own all the rights to all the papers in the databases (Exhibits C, D, E, P, and Q);

- DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM require registrants to pay $9.99 a month to obtain papers using search engines at DOINGMYHOMEWORK.COM and/or FREEFORESSAYS.COM, and therefore, in light of this, a reasonable person would likely conclude that these websites derive revenue directly or indirectly from the databases of papers, and that those contributing papers to the said websites may be receiving revenue as well (Exhibits K and J);
- DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM advertise and promote additional web sites offering term paper related services, and therefore, in light of this, a reasonable person would likely conclude that DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and FREEFORTERMPAPERS.COM derive revenue directly or indirectly from arrangements with linked websites, and that those submitting papers may also directly or indirectly be receiving revenue from the linked websites (Exhibits C, D, E, N, O, P, and Q).

42. On information and belief, in the context of the web pages viewable at DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM (which constitute written documents) and facts arising therefrom, including but not limited to those listed in paragraph 41, as well as the additional facts derived from the said websites not listed in this Complaint, many express and implied false statements arise from the use of the South Africa Manuscript by DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and FREEFORTERMPAPERS.COM, including but is not limited to the following:

- BLUE MACELLARI submitted her South Africa Manuscript to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM and/or FREEFORTERMPAPERS.COM;

- BLUE MACELLARI registered to use DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM;
- BLUE MACELLARI is and/or was a customer of DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM;
- BLUE MACELLARI either aspired to obtain, or in-fact obtained, papers from DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM and/or FREEFORTERMPAPERS.COM;
- BLUE MACELLARI obtained essays from DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM and then submitted them to Mount Holyoke, Duke, or Johns Hopkins Universities;
- BLUE MACELLARI approves of or condones the practice of plagiarism and/or violating honor codes at elementary schools, high schools, undergraduate universities, and graduate institutions;
- BLUE MACELLARI approves of or condones the practice of permitting the sale, viewing, or downloading of the South Africa Manuscript, and any other essay, to students who may potentially be engaging in plagiarism and/or violating honor codes at high schools, undergraduate universities, and graduate institutions;
- BLUE MACELLARI has dedicated to the public the data, research, theories, and conclusions found in the South Africa Manuscript;

- BLUE MACELLARI has no intention of using the contents of the South Africa Manuscript as a basis for her graduate thesis, or as a basis of future ongoing professional work;
- BLUE MACELLARI relinquished her intellectual property rights to the South Africa Manuscript to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM;
- BLUE MACELLARI authorized DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM to affix copyright notice(s) on the South Africa Manuscript and to make ownership statement(s) in association with the South Africa Essay indicating that DOINGMYHOMEWORK.COM and FREEFORESSAYS.COM own the copyright to the South Africa Manuscript;
- BLUE MACELLARI sold the South Africa Manuscript to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM at a time in the past for a financial sum;
- BLUE MACELLARI receives income from DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM in exchange for the continued use of the South Africa Manuscript by these websites;
- BLUE MACELLARI receives income from DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM every time a visitor to

these websites downloads, copies, or reviews the South Africa Manuscript or purchases a subscription to these websites;

- BLUE MACELLARI receives income from DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM every time a visitor is linked from these websites to other websites offering term paper-related services.

43. On information and belief, a reasonable person would understand the express and implied false statements arising from websites' use of the South Africa Manuscript on DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, but a reasonable person would not understand that these statements are false. On information and belief, given the specific facts at issue in this case, such express and/or implied false statements directly and/or indirectly damage BLUE MACELLARI's reputation and are defamatory to BLUE MACELLARI for a number of reasons, including but not limited to the following reasons: the statement(s) impute plagiarism-related conduct to student BLUE MACELLARI, which is tantamount to acts of moral turpitude, and/or the statements ascribe conduct, characteristics, and/or conditions to BLUE MACELLARI that, in the eyes of the community, future employers, and others, adversely affect BLUE MACELLARI's fitness for the conduct of serving in her current capacity as a student and in professions to be entered into upon graduation, which may include but are not limited to the following positions: academic professor; academic teacher/instructor; attorney; government official; and/or corporate official or employee. As such, these statements paint BLUE MACELLARI in a false light.

44. The publication of the South Africa Manuscript on DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM gives BLUE MACELLARI unwanted publicity. For example, on information and belief her work, as well as her name, is now accessible to anyone in the world through the internet, and anyone, including colleagues, school officials, potential business

contacts, friends, family, and/or relatives can be directed to her South Africa Manuscript at DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM by simply performing an internet search on BLUE MACELLARI's name

45. On information and belief, RUSTY CARROLL and R2C2, individually and/or together, through the operation of DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and FREEFORTERMPAPERS.COM, have copied, reproduced, prepared derivative works, distributed copies, and displayed BLUE MACELLARI's South Africa Manuscript.

46. On information and belief, RUSTY CARROLL and R2C2 know, should know, or are in reckless disregard of the truth, that many individuals submitting papers in the past to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM did not submit their own papers. On information and belief, RUSTY CARROLL and R2C2 know, should know, or are in reckless disregard of the truth, that the said websites (1) contain unauthorized copies of copyrighted works, and (2) actively assist patrons in making unauthorized copies and uses of these works. On information and belief, RUSTY CARROLL and R2C2 know, or should know, that they are actively involved with, or actively contributing to, the violation of laws, including the Lanham Act, federal copyright laws, and state laws, and it is RUSTY CARROLL's and R2C2's intent that consumers, including BLUE MACELLARI, rely on these unfair and deceptive practices.

47. The "Whois" database lists the domain name servers for DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and FREEFORTERMPAPERS.COM as the following internet service providers: DNS1.DIGITALSMITHS.COM and DNS2.DIGITALSMITHS.COM. Exhibits G, H, I.

48. On information and belief, DIGITALSMITHS provides the internet service for DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM. In other words, on information and belief, DIGITALSMITHS "hosts" these websites and serves as the internet service provider (ISP).

49. On information and belief, DIGITALSMITHS is located in Beaufort, South Carolina and serves several distinct markets including Carbondale, Illinois, and retains a contact address in Carbondale, Illinois. Exhibit V.

50. On information and belief, Digitalsmiths advertises itself as a multi-faceted company that "specializes in working closely with [its clients] in creating a web presence". Exhibit W. On information and belief, Digitalsmiths states that it "offer[s] reliable server solutions and hosting services for all types and sizes of businesses" and "offer[s] a variety of options regarding our secure servers, dependent on your particular needs." *Id.* Thus, on information and belief, DIGITALSMITHS not only provides hosting services to websites, but it also works closely with its clients in developing the design and functionality of the websites. *Id.*

51. On information and belief, DIGITALSMITHS not only provides internet services to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, but DIGITALSMITHS provides (or has provided) internet hosting to, and on information and belief receives (or has received) revenue from, a number of other websites offering term paper-related services, including, but not limited, to the following:

- DIRECTESSAYS.COM;
- ESSAYCRAWLER.COM;
- ESSAYSWORD.COM;
- ESSAYSWORLD.COM;
- EXAMPLEESSAYS.COM;
- FASTESSAY.COM;
- FINDAPAPER.COM;
- FINDFREEESSAYS.COM;
- FINDFREEPAPERS.COM;
- FREEESSAYCOLLECTION.COM;
- FREEESSAYHELP.COM;
- FREEESSAYWAREHOUSE.COM;

- FREEPAPERKING.COM;
- GETFREEESSAYS.COM;
- HOUSEOFESSAYS.COM;
- MEGAESSAYS.COM;
- MYTERMPAPERS.COM;
- NEEDAPAPER.COM;
- NEEDFREEESSAYS.COM;
- SEARCHFREEESSAYS.COM;
- TERMPAPERBLUES.COM;
- TERMPAPERSITES.COM; and
- VIRTUALESSAYS.COM.

Exhibit X.

52. On information and belief, in addition to providing internet service, DIGITALSMITHS is the listed technical contact for ESSAYCRAWLER.COM. Exhibit V, X.

53. On information and belief, in addition to providing internet service, DIGITALSMITHS is the listed Administrative Contact for ESSAYCRAWLER.COM. Exhibit V, X.

54. On information and belief, DIGITALSMITHS knows, should know, or is in reckless disregard of the truth, that DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM (1) contain unauthorized copies of copyrighted works, and (2) actively assist patrons in making unauthorized copies and uses of these works.

55. In addition, on information and belief, DIGITALSMITHS knows, or should know, that it provides internet service to websites that are actively involved with, or actively contributing to, the violation of laws, thereby actively, contributorily, and/or vicariously violating laws, including but not limited to the Lanham Act, federal copyright laws, and/or state laws, and it is DIGITALSMITH's intent that consumers, including BLUE MACELLARI, rely on these unfair and deceptive practices.

56. On information and belief, DIGITALSMITHS profits from the practices of websites (including but not limited to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and FREEFORTERMPAPERS.COM) it knows, or should know, are actively involved with, or actively contributing to, the violation of laws, including but not limited to the Lanham Act, federal copyright laws, and state laws.

57. On information and belief, RUSTY CARROLL, R2C2, and DIGITALSMITHS, through the operation and/or support of DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM and/or FREEFORTERMPAPERS.COM, engage in or support activities that offend public policy.

COUNT I – DIRECT COPYRIGHT INFRINGEMENT

(against R2C2 and RUSTY CARROLL)

58. BLUE MACELLARI realleges and incorporates by reference the allegations contained in paragraphs 1 through 57.

59. BLUE MACELLARI owns the copyright to the South Africa Manuscript, and has filed to register her copyright with the United States Copyright Office.

60. The text of the South Africa Manuscript as available as a preview or in full length format at DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM is substantially identical to the text of BLUE MACELLARI's South Africa Manuscript.

61. RUSTY CARROLL and R2C2, individually and/or through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, have infringed BLUE MACELLARI's copyright by reproducing the South Africa Manuscript without authorization.

62. RUSTY CARROLL and R2C2, individually and/or through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or

FREEFORTERMPAPERS.COM, have infringed BLUE MACELLARI's copyright by preparing derivative works of the South Africa Manuscript without authorization.

63. RUSTY CARROLL and R2C2, individually and/or through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, have infringed BLUE MACELLARI's copyright by distributing copies of the infringing essay without authorization.

64. RUSTY CARROLL and R2C2, individually and/or through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, have infringed BLUE MACELLARI's copyright by displaying the South Africa Manuscript without authorization in violation of 17 U.S.C. §§106, 501 *et seq.*

65. On information and belief, the copyright infringement by RUSTY CARROLL and R2C2 is knowing, intentional, and willful.

66. As the result of RUSTY CARROLL's and R2C2's direct copyright infringement, BLUE MACELLARI has suffered damages, including economic and non-economic harm.

COUNT II – VICARIOUS COPYRIGHT INFRINGEMENT

(against R2C2 and RUSTY CARROLL)

67. BLUE MACELLARI realleges and incorporates by reference the allegations contained in paragraphs 1 through 66.

68. On information and belief, the websites DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM have had visitors reviewing, copying, and/or downloading in whole or in part the South Africa Manuscript, and these visitors have infringed BLUE MACELLARI's copyright by reproducing, distributing, displaying, and preparing derivative works of the South Africa Manuscript, without authorization.

69. RUSTY CARROLL and R2C2 have the right and ability to supervise the viewing and downloading of the infringing essay by website visitors.

70. RUSTY CARROLL and R2C2 have a direct financial interest in website visitors' infringing activities.

71. RUSTY CARROLL and R2C2 have vicariously infringed BLUE MACELLARI's copyright, and on information and belief, the infringement has been knowing, intentional, and willful.

72. As the result of RUSTY CARROLL's and R2C2's vicarious copyright infringement, BLUE MACELLARI has suffered damages, including economic and non-economic harm.

COUNT III – CONTRIBUTORY COPYRIGHT INFRINGEMENT

(against R2C2 and RUSTY CARROLL)

73. BLUE MACELLARI realleges and incorporates by reference the allegations contained in paragraphs 1 through 72.

74. On information and belief, the websites DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM have had visitors copying, reviewing, and/or downloading in whole or in part the South Africa Manuscript, and these visitors have infringed BLUE MACELLARI's copyright by reproducing, distributing, and displaying the infringing essay, and by preparing derivative works of the South Africa Manuscript, without authorization.

75. On information and belief, RUSTY CARROLL and R2C2 know or should reasonably know that visitors to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM are viewing, copying, and/or downloading the South Africa Manuscript in whole or in part and are infringing BLUE MACELLARI's copyright by

reproducing, distributing, displaying, and preparing derivative works of the South Africa Manuscript, without authorization.

76. On information and belief, RUSTY CARROLL and R2C2 facilitate activities that infringe BLUE MACELLARI's copyright through their operation of DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM.

77. RUSTY CARROLL and R2C2 have contributorily infringed BLUE MACELLARI's copyright, and, on information and belief, the infringement is knowing, intentional, and willing.

78. As the result of RUSTY CARROLL's and R2C2's contributory copyright infringement, BLUE MACELLARI has suffered damages, including economic and non-economic harm.

COUNT IV – VICARIOUS COPYRIGHT INFRINGEMENT

(against DIGITALSMITHS)

79. BLUE MACELLARI realleges and incorporates by reference the allegations contained in paragraphs 1 through 78.

80. DIGITALSMITHS has a direct financial interest in DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM.

81. On information and belief, DIGITALSMITHS has a direct financial interest in the use of the South Africa Manuscript by DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM.

82. On information and belief, visitors to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM reviewing, copying, and/or downloading in whole or in part the South Africa Manuscript, and RUSTY CARROLL and

R2C2, individually and/or through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, have infringed BLUE MACELLARI's copyright by reproducing, distributing, displaying, and preparing derivative works of the South Africa Manuscript, without authorization.

83. On information and belief, DIGITALSMITHS has the right and ability to supervise RUSTY CARROLL, R2C2, DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, as well as the activities of visitors to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM.

84. On information and belief, DIGITALSMITHS has a direct financial interest in the infringing activities by RUSTY CARROLL and R2C2, as well as in the infringing activities of the visitors reviewing and/or downloading in whole or in part the South Africa Manuscript from DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM.

85. DIGITALSMITHS has vicariously infringed BLUE MACELLARI'S copyright, and on information and belief, the infringement has been knowing, intentional, and willful.

86. As the result of DIGITALSMITHS's vicarious copyright infringement, BLUE MACELLARI has suffered damages, including economic and non-economic harm.

COUNT V – CONTRIBUTORY COPYRIGHT INFRINGEMENT

(against DIGITALSMITHS)

87. BLUE MACELLARI realleges and incorporates by reference the allegations contained in paragraphs 1 through 86.

88. On information and belief, RUSTY CARROLL and R2C2, individually and/or through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, have infringed BLUE MACELLARI's copyright by

reproducing, distributing, and displaying the infringing essay, and by preparing derivative works of the South Africa Manuscript, without authorization.

89. On information and belief, DIGITALSMITHS knows or should reasonably know that the databases of papers at DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and FREEFORTERMPAPERS.COM, use, display, offer, and/or present essays and other works, including the South Africa Manuscript, without authorization from the true owners.

90. On information and belief, visitors to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM reviewing, copying, and/or downloading in whole or in part the South Africa Manuscript, and RUSTY CARROLL and R2C2, individually and/or through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, have infringed BLUE MACELLARI's copyright by reproducing, distributing, displaying, and preparing derivative works of the South Africa Manuscript, without authorization.

91. On information and belief, DIGITALSMITHS knows or should reasonably know that RUSTY CARROLL, R2C2, and visitors to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM are viewing and downloading essays, including the South Africa Manuscript, and engaging in copyright infringement.

92. On information and belief, DIGITALSMITHS facilitates the infringing activities of RUSTY CARROLL and R2C2, as well as the infringing activities of visitors to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM reviewing, copying, and/or downloading in whole or in part the South Africa Manuscript, by providing internet service for DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM and by assisting RUSTY CARROLL and R2C2 in the development of these websites and the development of RUSTY CARROLL's and/or R2C2's website businesses.

93. DIGITALSMITHS contributorily infringes BLUE MACELLARI's copyright, and on information and belief, the infringement is knowing, intentional, and willful.

94. As the result of DIGITALSMITHS's contributory copyright infringement, BLUE MACELLARI has suffered damages, including economic and non-economic harm.

COUNT VI – FALSE DESIGNATION OF ORIGIN

(against RUSTY CARROLL and R2C2)

95. BLUE MACELLARI realleges and incorporates by reference the allegations contained in paragraphs 1 through 94.

96. RUSTY CARROLL and/or R2C2 have placed copyright notices on the South Africa Manuscript, falsely representing ownership of the copyright.

97. On information and belief, the South Africa Manuscript has entered interstate commerce.

98. RUSTY CARROLL and/or R2C2 have falsely designated the origin of the South Africa Manuscript.

99. This false designation of origin is a violation of Section 43(a) of the Lanham Act (15 U.S.C §1125(a)) and it has caused BLUE MACELLARI economic and non-economic damages.

COUNT VII – FALSE ADVERTISING

(against RUSTY CARROLL and R2C2)

100. BLUE MACELLARI realleges and incorporates by reference the allegations contained in paragraphs 1 through 99.

101. On information and belief, R2C2 and RUSTY CARROLL, through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, use BLUE MACELLARI's name and the South Africa

Manuscript in commercial advertising for DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM.

102. On information and belief, R2C2 and RUSTY CARROLL, through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, use the South Africa Manuscript in commercial advertising to direct patrons visiting DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM to other websites offering term paper-related services.

103. On information and belief, the web pages at DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM give rise to express and implied false statements relating to the South Africa Manuscript and BLUE MACELLARI.

104. On information and belief, the South Africa Manuscript has entered interstate commerce.

105. The use of false statements by R2C2 and RUSTY CARROLL through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM is likely to cause, and has caused, damage, including consumer confusion.

106. R2C2 and RUSTY CARROLL, through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, have engaged in false advertising in violation of Section 43(a) of the Lanham Act (15 U.S.C. §1125(a)), and on information and belief, the false advertising is knowing, intentional, and willful.

107. R2C2's and RUSTY CARROLL's violation(s) of Section 43(a) of the Lanham Act have caused BLUE MACELLARI, as well as members of the public, confusion and damages, including economic and non-economic damages.

COUNT VIII – CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES

(against RUSTY CARROLL, R2C2, and DIGITALSMITHS)

108. BLUE MACELLARI realleges and incorporates by reference the allegations contained in paragraphs 1 through 107.

109. On information and belief, RUSTY CARROLL, R2C2, and DIGITALSMITHS, through the operations of websites including but not limited to DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, have engaged in unfair and/or deceptive practices with the intent that consumers, including BLUE MACELLARI, rely on these unfair and/or deceptive practices.

110. On information and belief, these unfair and/or deceptive practices take place in the course of trade or commerce, and are knowing, intentional, and willful.

111. On information and belief, these unfair and/or deceptive practices offend public policy, and typically yield no alternatives but for consumers, including BLUE MACELLARI, to submit.

112. On information and belief, these unfair and/or deceptive practices violate 815 ILCS 505/1 *et seq.*, the Illinois Consumer Fraud and Deceptive Business Practices Act.

113. On information and belief, these unfair and/or deceptive practices have caused consumers, including BLUE MACELLARI, to sustain substantial damages in excess of $100,000, exclusive of interests and costs.

114. In addition to damages stemming from these unfair and/or deceptive practices, BLUE MACELLARI seeks punitive damages in order to punish RUSTY CARROLL, R2C2, and DIGITALSMITHS's reprehensible conduct and to deter these parties from engaging in similar acts in the future.

COUNT IX – DEFAMATION

(against RUSTY CARROLL, R2C2, and DIGITALSMITHS)

115. BLUE MACELLARI realleges and incorporates by reference the allegations contained in paragraphs 1 through 114.

116. On information and belief, RUSTY CARROLL, R2C2, and/or DIGITALSMITHS, through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, published express and implied false statements, including but not limited to false written statements, about BLUE MACELLARI.

117. On information and belief, RUSTY CARROLL, R2C2, and/or DIGITALSMITHS acted with negligence by failing to take reasonable care to ensure that any of these statements were true.

118. On information and belief, RUSTY CARROLL, R2C2, and/or DIGITALSMITHS acted with actual malice or acted in reckless disregard to the truth in publishing any of these statements which they knew, or should have known, were false.

119. As a direct result of the defamation and libel, BLUE MACELLARI has been damaged, including but not limited to reputational harm, emotional trauma, financial damage, and other damages in excess of $100,000, exclusive of interests and costs.

120. In addition to damages stemming from the libel and defamation, BLUE MACELLARI seeks punitive damages in order to punish RUSTY CARROLL, R2C2, and/or DIGITALSMITHS's reprehensible conduct and to deter these parties from publishing other such false statements.

COUNT X –FALSE LIGHT INVASION OF PRIVACY

(against RUSTY CARROLL, R2C2, and DIGITALSMITHS)

121. BLUE MACELLARI realleges and incorporates by reference the allegations contained in paragraphs 1 through 120.

122. On information and belief, RUSTY CARROLL, R2C2, and/or DIGITALSMITHS, through DOINGMYHOMEWORK.COM, FREEFORESSAYS.COM, and/or FREEFORTERMPAPERS.COM, maliciously or intentionally published false, libelous, express and implied statements about BLUE MACELLARI that portrayed her in a false light offensive to the reasonable person.

123. On information and belief, RUSTY CARROLL, R2C2, and/or DIGITALSMITHS gave BLUE MACELLARI unwanted publicity by publishing the false statements on the internet.

124. On information and belief, RUSTY CARROLL, R2C2, and DIGITALSMITHS acted with actual malice in that they had knowledge, or acted in reckless disregard to the truth, that BLUE MACELLARI never consented to the publication and/or use of the South Africa Manuscript on the websites, nor did she give permission for any of these parties to copyright the paper.

125. As a direct result of the false light in which she was portrayed, BLUE MACELLARI has been damaged, including but not limited to reputational harm, emotional trauma, financial damage, and other damages in excess of $100,000, exclusive of interests and costs.

126. In addition to damages stemming from the false light invasion of privacy, BLUE MACELLARI seeks punitive damages in order to punish RUSTY CARROLL, R2C2, and/or DIGITALSMITHS's reprehensible conduct and to deter these parties from publishing other such false statements.

COUNT 11 – UNJUST ENRICHMENT

(against RUSTY CARROLL, R2C2, and DIGITALSMITHS)

127. BLUE MACELLARI realleges and incorporates by reference the allegations contained in paragraphs 1 through 126.

128. This is an action against RUSTY CARROLL, R2C2, and/or DIGITALSMITHS for unjust enrichment in connection with the benefits it received from the wrongful actions described herein.

129. On information and belief, RUSTY CARROLL, R2C2, and/or DIGITALSMITHS have acted unjustly, notwithstanding public policy and BLUE MACELLARI'S property rights.

130. On information and belief, RUSTY CARROLL, R2C2, and DIGITALSMITHS have acted in bad faith, notwithstanding public policy and BLUE MACELLARI'S property rights.

131. Each of RUSTY CARROLL, R2C2, and/or DIGITALSMITHS unjust act or acts has caused BLUE MACELLARI to sustain monetary damages in excess of $100,000, exclusive of interests and costs, and to sustain other damages.

PRAYER FOR RELIEF

WHEREFORE, BLUE MACELLARI prays for judgment against RUSTY CARROLL, R2C2, and DIGITALSMITHS, as follows:

For harm arising from Count I - Direct Copyright Infringement, any and all monetary damages, including damages for harm and all costs and attorneys fees, in an amount to be determined at a jury trial, as well as injunctive relief;

For harm arising from Count II - Vicarious Copyright Infringement, any and all monetary damages, including damages for harm and all costs and attorneys fees, in an amount to be determined at a jury trial, as well as injunctive relief;

For harm arising from Count III - Contributory Copyright Infringement, any and all monetary damages, including damages for harm and all costs and attorneys fees, in an amount to be determined at a jury trial, as well as injunctive relief;

For harm arising from Count IV - Vicarious Copyright Infringement, any and all monetary damages, including damages for harm and all costs and attorneys fees, in an amount to be determined at a jury trial, as well as injunctive relief;

For harm arising from Count V - Contributory Copyright Infringement, any and all monetary damages, including damages for harm and all costs and attorneys fees, in an amount to be determined at a jury trial, as well as injunctive relief;

For harm arising from Count VI - False Designation of Origin, any and all monetary damages, including damages for harm and all costs and attorneys fees, in an amount to be determined at a jury trial, as well as injunctive relief;

For harm arising from Count VII- False Advertising, any and all monetary damages, including damages for harm and all costs and attorneys fees, in an amount to be determined at a jury trial, as well as injunctive relief;

For harm arising from Count VIII - Consumer Fraud and Deceptive Business Practices, any and all monetary damages, including damages for harm and all costs and attorneys fees, including punitive damages, in an amount to be determined at a jury trial, as well as injunctive relief;

For harm arising from Count IX - Defamation, any and all monetary damages, including damages for harm and all costs and attorneys fees, including punitive damages, in an amount to be determined at a jury trial, as well as injunctive relief;

For harm arising from Count X - False Light, any and all monetary damages, including damages for harm and all costs and attorneys fees, including punitive damages, in an amount to be determined at a jury trial, as well as injunctive relief;

For harm arising from Count XI – Unjust Enrichment, any and all monetary damages, including damages for harm and all costs and attorneys fees, in an amount to be determined at a jury trial, as well as injunctive relief;

And with respect to all counts, Counts I – Count XI, any additional costs and damages found appropriate by the Court or by the jury.

Dated: August 31, 2005

Respectfully submitted,

By:____________________________
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